



## **Request for Proposal (RFP)**

22 October 2007

Dear Sir/Madam,

**Subject: RFP for the provision of Team Building and  
Management Development Training Program**

1. You are requested to submit a proposal for the design and delivery of a team building and management development training program as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors ..... (Annex I)
  - ii. General Conditions of Contract..... (Annex II)
  - iii. Terms of Reference (TOR)..... (Annex III)
  - iv. Proposal Submission Form .....(Annex IV)
  - v. Price Schedule .....(Annex V)

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 1700 hrs, 26 November 2007.

**UNDP Montenegro**

**Beogradska 24b**

**81000 Podgorica Montenegro**

**“RFP 2007/1694”**

**Attention: Miodrag Dragisic, Senior Programme Analyst**

The envelope is to be marked “RFP for Provision of Team Building and Management Development Program”

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

Yours sincerely,  
Miodrag Dragisic,  
Senior Programme Analyst  
UNDP Montenegro

**Instructions to Offerors****A. Introduction****1. General**

UNDP is the global development network organization of the United Nations, advocating for change and connecting countries to knowledge, experience and resources to help people build a better life. We are on the ground in 166 countries, working with them on their own solutions to global and national development challenges. World leaders have pledged to achieve the [Millennium Development Goals](#), including the overarching goal of cutting poverty in half by 2015. The key assets for UNDP are its human resources, their talent, knowledge, experience and capabilities. The vision for the organization is to nurture and utilize that talent, tap that knowledge and experience and enhance the capabilities to ensure superior performance achievement of organizational goals through demonstrated leadership and management effectiveness. The reform process has resulted in significant shifts in organization culture. Due to the emerging development challenges in the 21st century and the recent requirement to align itself with the UN reform, UNDP is trying to maintain a high level of performance through a competent workforce that possesses the leadership and development skills and competencies to fulfill its mandate, adapt to the changing environment and respond to the development challenges.

UNDP office in Montenegro is launching a tender through which a institution / organization / company will be selected to provide Team Building and Management Development Training Program.

**2. Cost of proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

**B. Solicitation Documents****3. Contents of solicitation documents**

Proposals may be submitted for either part of the services required in the Terms of Reference (see Annex III) or the complete service requirement. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

**4. Clarification of solicitation documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity, via email to [procurement.me@undp.org](mailto:procurement.me@undp.org). UNDP Montenegro office will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of our response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has expressed interest to submit proposal.

## **5. Amendments of solicitation documents**

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

## **C. Preparation of Proposals**

### **6. Language of the proposal**

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

### **7. Documents comprising the proposal**

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9.

### **8. Proposal form**

The Offeror shall structure the operational and technical part of its Proposal as follows:

- (a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the Contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity. The Offeror should provide the CVs of key staff responsible for the project.

**(b) Resource plan**

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

**(c) Proposed methodology**

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

**9. Proposal prices**

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

**10. Proposal currencies**

All prices shall be quoted in US dollars or in Euros.

## **11. Period of validity of proposals**

Proposals shall remain valid for ninety (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

## **12. Format and signing of proposals**

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

## **13. Payment**

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

## **D. Submission of Proposals**

## **14. Sealing and marking of proposals**

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

**UNDP Montenegro  
Beogradska 24b  
81000 Podgorica Montenegro  
"RFP 2007/1694"**

**Attention: Mr. Miodrag Dragisic, Senior Programme Analyst and,**

- marked with –

“RFP for Provision of Team Building and Management Development Program”

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

## **15. Deadline for submission of proposals**

Proposals must be received by the procuring UNDP entity at the address specified under clause 14 *Sealing and marking of Proposals* **no later than 1700 hrs. on 26 November 2007.**

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

## **16. Late Proposals**

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

## **17. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by email but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## **E. Opening and Evaluation of Proposals**

### **18. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

### **19. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### **20. Preliminary examination**

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

### **21. Evaluation and comparison of proposals**

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be opened. UNDP will award a contract to one or several contractors offering the best cumulative score with equal weight assigned to both Technical and Financial scores (50% to each).

### ***Technical Evaluation Criteria***

Summary of Technical Proposal Evaluation Forms			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal		250					
2.	Proposed Work Plan and Approach		500					
3.	Personnel		250					
	Total		1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation

Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability) in training and management development	50					
1.2	Litigation and Arbitration history	15					



1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	25					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	15					
1.5	Quality assurance procedures, warranty	15					
1.6	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for UNDP/ UN Agency /major multilateral/ or bilateral programmes	130					
		250					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the project?	40					
2.2	Have the important aspects of the tasks and responsibilities been addressed in sufficient detail?	50					
2.3	Is the proposal based on a comprehensive survey of the project and was data input properly used in the preparation of the proposal?	50					
2.4	Is the conceptual framework reflected in the deliverables in logical sequence?	80					
2.5	Is curriculum well defined?	70					
2.6	Is the scope of task well defined and does it correspond to the TOR?	100					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	110					
		500					

Technical Proposal Evaluation Form 3 Personnel		Points Obtainable	Company / Other Entity				
			A	B	C	D	E

3.1	Senior Expert/s		200					
		Sub-Score						
	General Qualification	190						
	Suitability for the Project							
	- International Experience	60						
	- Training Experience	50						
	- Professional Experience in the area of team building and management development	55						
	- Knowledge of the Region	15						
	- Knowledge of UNDP	10						
	- Language Qualifications	10						
		200						
3.2	Junior Expert/s		50					
		Sub-Score						
	General Qualification	45						
	Suitability for the Project							
	- International Experience	5						
	- Training Experience	10						
	- Professional Experience in the area of Team Building and Management Development	20						
	- Knowledge of the Region	5						
	- Knowledge of UNDP	5						
	- Language Qualifications	5						
		50						
	<b>Total Part 3</b>		250					

## F. Award of CONTRACT

### 22. Award criteria, award of CONTRACT

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of CONTRACT, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the CONTRACT to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

**23. Purchaser's right to vary requirements at time of award**

The Purchaser reserves the right at the time of award of CONTRACT to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

**24. Signing of the CONTRACT**

Within 30 days of receipt of the CONTRACT the successful Offeror shall sign and date the contract and return it to the Purchaser.

**General Conditions of Contract****1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

**2. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

**3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

**4. ASSIGNMENT**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

**5. SUB-CONTRACTING**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

**6. OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**7. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of

acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- (i) Name UNDP as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
- (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

## **E. 9. ENCUMBRANCES/LIENS**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

## **10. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

## **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP

shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

## **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. SETTLEMENT OF DISPUTES**

### **16.1. Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

### **16.2. Arbitration**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **TAX EXEMPTION**

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19 CHILD LABOUR**

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **MINES**

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.



**OBSERVANCE OF THE LAW**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

*UNDP Montenegro*

**TERMS OF REFERENCE (TOR)**

**Team Building and Management Development Program**

**I. Background context:**

Following the Montenegro's Independence in May 2006, **UNDP**, as a partner to country's transition to a modern, sustainable European State, **committed** through its Country Programme (2007 – 2011) to support targeted economic, environmental, and social activities – the three pillars of Sustainable Development - and related institutional reforms.

UNDP Montenegro's strategy is firmly anchored in the Montenegrin political, institutional and economic context and fully aligned with the new country's macroeconomic reform agenda and EU accession. The 2007-2011 Country Programme Document addresses the key strategic goal of the newly independent state in becoming a prosperous, member State of the European Union. Moreover, UNDP programme reconciles the needs of a newly independent Montenegro with UNDP's emphasis on equitable human development and institutional capacity building. The current UNDP programme in Montenegro continues to receive the highest level of support from the Government.

It could be said that the biggest challenge for Montenegro is governance. The new state faces acute challenges - lack of transparency in decision-making, weak public participation, inadequate skills and capacities that contributed to a culture of non-performance and little accountability. In addition there continues to be severe skills shortages within Government structures in terms of both technical and managerial competencies and the state has yet to embark on a much needed re-structuring and modernisation of public administration. Despite the significant progress, further democratisation and rule of law are slowed down by the poor coordination among the state institutions and non-institutionalised cooperation frameworks between the public and non-governmental sectors.

Thus, all programmatic activities of UNDP Montenegro are clustered under three thematic (programme) areas:

- *Economy and Environment,*
- *Social Inclusion and*
- *Institutional Development and Judicial Reform;*

all of which are targeted at facilitating a good governance for poverty reduction and sustainable development of the ecological European state.

In 2007 the Office will expand with one more Programmatic Cluster, which will be in charge of implementation *Regional Environmental Hot Spot Project*. This regional intervention will demand creation of a regional Project Team comprised of UNDP staff working with the other UNDP offices across West Balkans<sup>1</sup>

The above-mentioned programmatic areas are supported with Operations unit in charge of Finance, Human Resources, procurement and logistics activities of the Office.

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<sup>1</sup> The Programme will cover Albania, Bosnia and Herzegovina, FYRO Macedonia, Kosovo, Montenegro and Serbia

UNDP Montenegro team has currently 55 employees, including Project/Programme teams, which are based outside of the main office such as Capacity Development Programme (CDP), HIV/AIDS Programme, Geographic Information System project (GIS), etc. Montenegro office was ranked as the best office among the 26 UNDP Offices in the Regional Bureau for Europe and CIS (RBEC), according Partnership Survey (2005) and to Global Staff Surveys (GSS) in 2005 and 2006

## *II. Previous and on-going Interventions*

UNDP, has in the past several years invested in a number of training programmes in order to enhance the capacities of it's staff and senior managers as well as to enhance capacities of it's partners; both Government and the Non-government sector.

1. The Capacity Development Programme (CDP) since 2003 has been contributing to the reform of state administration by providing short-term expertise needed to expedite innovative aspects of public policy, and ensure its efficient and user-friendly delivery. CDP has assisted with organisation and staffing of key institutions, and also provided training in management and leadership for high-ranking officials. Under the auspices of the NGO Capacity Building Programme (2001-2005), around 30 local NGOs in Montenegro were provided a number of trainings such as: Advocacy, Community Mobilization, Public Relations and Communications, Coalition Building, etc. With respect to their area of work, local NGOs were given a chance to participate at the national/regional conferences, multi-stakeholder events and attend study visits (Ireland, Poland, Slovenia, Hungary, etc). With UNDP support, training on Organizational Management was conducted by International Training Centre (INTRAC) to leading NGOs in the country.

3. In 2005 - 2006 Hay Group<sup>2</sup> had conducted Leadership Development Programme for UNDP Montenegro Cluster Leaders focussing primary on People Management to achieve a *balance* of emphasis with programmes' delivery. This was done through participation of cluster leaders and their deputies in a leadership development programme using the Four Circle Model of Leadership as a framework. The programme has provided the cluster leaders and their deputies insight to their individual capabilities and had provided them with greater awareness and understanding of the organizational climate they create. The training delivered diagnostic surveys on; (i) individual competencies, (ii) leadership styles and the (iii) organisational climate that they create in their respective clusters. The training modules were designed in way to ensure that leadership skills were extended beyond the senior leadership team to programme leaders and project managers through fostering a coaching culture within the Office, especially focusing on the Programme units based outside the main office (eg, CDP, HIV/AIDS, GIS). In addition, the Programme had defined the concrete Office's s development goals and action plans for achieving them.

## **III. Objectives of the Assignment**

1. To maintain UNDP high level of performance on provision of top-quality upstream policy advice to the Government of Montenegro and to increase effectiveness of the UNDP programme and projects by successful management and lead provided by trained Team Leaders (TLs)
2. To enable Government of Montenegro (Deputy Prime Minister for EU Integration) to effectively lead policy formulation, coordination and service delivery in accordance with EU requirements and to enhance capacities of a leading NGO in Montenegro (MANS) on issues related to advocacy, watchdog and NGO networking.

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<sup>2</sup> The Hay Group is a global managements consultancy with 88 Offices in 47 countries, specialized in Human resources development working across private, public and non-profit sectors.

#### IV. Scope of work and expected outputs

In view of the Office need for comprehensive **Team Building and Management Development Programme**, UNDP Montenegro is seeking proposals for undertaking the following:

##### IV.1. Programme for Deputy Prime Minister (DPM) and NGO Leader

Scope of work

- To conduct initial assessment of both DPM and NGO Leader to explore potential areas for the management development.

**Outputs:**

- To develop a foundation for a coaching of DPM and NGO Leader focussing on improvements of the impact and their roles' effectiveness

##### IV.2. UNDP Team building

Scope of work

- To develop the knowledge, insight and leadership capabilities of two additional senior managers in the Office
- To run analyses on motives, and management styles and organisational climate managers create.
- To provide senior managers one-to-one consultation on conceptual frameworks, understanding of the team's specific context and especially team building.
- To provide coaching to a manager(s) leading a virtual team (comprised of staff working with other UNDP offices throughout the West Balkan region.
- To identify key priorities, define goals and action plans to ensure high performing climate within the team (incl. levels of work, decision making for the team and appropriate norms of behaviour within the team(s))

**Outputs:**

- Managers share insights and contribute to the development of the team and the Office
- Managers gain understanding on improvements for increasing their effectiveness as leaders focussing on management skills developments.
- Enabled smooth transition of a cluster leader to regional project leader (in charge of the team comprised of staff based in UNDP offices in the region).
- The office as a team defines specific goals and actions to sustain high performance
- Team members (senior managers) understand how they contribute to the team and what they can do to enhance team performance

#### V. Deliverables

1. Action planning workshop designed to enable the team to identify, prioritise and tackle the key issues that are affecting its ability to work **as a team**,
2. Provision of one-to one feedback to each individual on how they contributed to the team's work (following the action planning workshop).
3. Organisational Climate analyses focussing on those aspects that are supporting high team performance and those that might be detracting.
4. Team Assessment Report with special focus on structure, direction and organizational support

5. Report on how well the team meets the conditions for highly effective teams
6. Production of reports on (i) management, styles and organizational climate for senior managers (ii) outputs from the workshop
7. Follow-up discussion with the DPM and NGO Leader on key findings from initial assessments
8. Individual consultations with Regional Project Leader

## **VI. Working arrangement**

The selected institution/organization will work under the direct supervision of the UNDP Montenegro resident Representative or any other any other designated UNDP staff member(s).

## **VII. Time frame**

The Timeframe of the assignment will be for duration of one year. UNDP will like to enter into long-term agreements with agreed rates with the selected academic institutions/ consulting organizations to enable multiple engagements without requiring any further procurement process.

## **VIII. Qualifications**

A potential bidder, should be a professional services firm with the following characteristics:

- A research-driven firm, which work is supported by proven methodologies and global knowledge databases, with a minimum of 10 years of specific, documented working experience in the field.
- Documented collaboration with recognized global experts and institutes dealing with leadership behaviour and business performance
- Able to apply a multi-faceted approach involving assessment and feedback; action planning; and ongoing coaching and support and linking leadership behaviour and business performance.
- Proven and documented track record in delivering Team Building and Leadership programmes for Public Sector/Non for profit organisations. Prior, direct experience in delivering such Programme for UN organisations would be an advantage.
- Basic knowledge of UNDP modus operandi

## **IX. Other terms and conditions:**

The courses designed and developed will be offered to UNDP **Country Office Montenegro** for free unlimited use within its staff members as well as staff of its partners. UNDP **Montenegro** will have the freedom and flexibility to customize, adapt and reuse its contents and design for internal use.

# PROPOSAL SUBMISSION FORM

Dear Mr. Dragisic,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to design and deliver a Team Building and Management Development training Program for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

## F. Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

## PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each Item or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

The format shown on the following pages should be used in preparing the price schedule. The format includes requirements as specified in the TOR and which may indicate amount depending on the proposal, submitted i.e, partial or complete

In addition to the hard copy, if possible please also provide the information on CD.

### Price Schedule:

Request for Proposals for Services:

For partial proposal: Fill in Item 1, Item 2.1 or 2.2 or 2.3 or combination of any 2, Item 3 and Item 4

For complete proposal: Fill in Items 1,2,3 and 4

Description of Activity/Item		Amount	Total Amount
1.	Needs Analysis Report		
2.	Design and delivery of management development training for:		
2.1	Foundation Level (preferably in 3 languages: English, French and Spanish) a) Face to face b) Blended learning c) Preparatory and follow-up on-line courses		
2.2	Core Level a) Face to face b) Blended learning c) Preparatory and follow-up on-line courses		
2.3	Refresher Level a) Face to face b) Blended learning c) Preparatory and follow-up on-line courses		
3.	Train the Trainer option for the Core level for Middle Managers		
4.	Impact Assessment and recommendations		
	Total		